

THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

ACM PALMYRA CFL, LLC,

**Plaintiff,**

v.

EVELYN RAMOS IRIZARRY,

**Defendant.**

CIVIL NO. 14-1227 (JAG)

**CONSENT JUDGMENT**

Plaintiff ACM Palmyra CFL, LLC ("Plaintiff") filed this action against Defendant Evelyn Ramos Irizarry ("Defendant") on March 18, 2014 for her failure to comply with the terms and conditions of a loan and mortgage deed in the amount of ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00). Defendant was properly served with process as evidenced by the executed summons filed before the Court. (See Docket No. 5).

The parties agreed to settle this case through a consent judgment. To that effect, the parties filed a stipulation on June 24, and a motion for judgment by consent on July 2, 2014. Upon consideration of the parties' filings, the Court granted their request, and now

**ORDERS, ADJUDGES and DECREES:**

1. As alleged in the Complaint, on April 28, 2005, Defendant obtained a loan from RG Mortgage Corporation, and executed a

Mortgage Note in the amount of ONE HUNDRED FORTY DOLLARS (\$140,000.00), repayable with an interest rate of 6.25% per year.

2. As guarantee of the repayment obligation evidenced by the Mortgage Note, Defendant also executed Mortgage Deed number 208 before Notary Public Felix Oscar Rivera Borges, encumbering Property No. 14,035 ("Comunidad Rural Sabana Eneas del término municipal de San Germán), recorded in the Puerto Rico Property Registry of San German, Volume 574 at page 160, in the amount of \$140,000.00, which property is owned by Defendant.
3. The Mortgage Deed executed by Defendant is recorded at the Registry of Property of Puerto Rico, in the aforementioned Section, Registry Book and page, under the property which description, in the Spanish language and Recorded at page 289 of volume 523 of San German, Property Number 10,035, Property Registry of San German, Puerto Rico, is

"RUSTICA: Parcela marcada con el número 2 en el plano de parcelación de la Comunidad Rural Sabana Eneas del término municipal de San Germán, Puerto Rico, con una cabida superficial de 0.699 cuerdas, equivalentes an 274.64 metros cuadrados. En lindes por el NORTE, con Carretera Estatal 102; por el SUR, con parcela 3 de la comunidad; por el ESTE, con zanja y la parcela 1 de la comunidad; y por el OESTE, con la Calle 4 de la comunidad. Sobre dicho solar enclave una casa para fines residenciales"

4. Palmyra is the owner and holder of the aforementioned Mortgage Note of \$140,000.00.
5. Defendant defaulted on her repayment obligations to Plaintiff and, for said reason Plaintiff accelerated the debt and declared due the obligation under the mortgage note.

6. As of May 21, 2014, Defendant owed Palmyra the principal amount of \$120,973.93, interests in the amount of \$6,111.12, \$948.20 in late charges and \$2,850.00 attorney's fees and legal costs, for a total amount of \$130,883.25.

Therefore in consideration of the mutual agreements entered into by the parties in this case, as pronounced in the Stipulation, consent judgment is hereby entered pursuant to the terms of the Stipulation, which are incorporated herein as though set forth *in extenso*.

IT IS SO ORDERED.

In San Juan, Puerto Rico, this 14<sup>th</sup> day of July, 2014.

s/ Jay A. Garcia-Gregory  
United States District Judge